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AMENDED IN ASSEMBLY MAY 3, 2001

CALIFORNIA LEGISLATURE—2001–02 REGULAR SESSION

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**ASSEMBLY BILL**

**No. 491**

**Introduced by Assembly Member Frommer**  
(Coauthors: Senators Alarcon and Perata)

February 21, 2001

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An act to amend Section 1936 of the Civil Code, relating to rental vehicles.

LEGISLATIVE COUNSEL'S DIGEST

AB 491, as amended, Frommer. Rental vehicles: passenger vehicles.

Existing law, scheduled to become operative on January 1, 2002, establishes definitions and restrictions governing the terms of rental agreements for passenger vehicles.

This bill would revise provisions governing a renter's liability for loss due to theft, a rental company's loss of use, or damage or loss to a rental vehicle, a renter's credit card liability, the submission of insurance claims, damage waivers and damage waiver fees, and notice to a renter regarding financial responsibility and optional damage waivers; and would add provisions thereto regulating the imposition of

customer facility charges, as defined, and the disclosure of those charges in advertisements, quotations, or reservations, as specified.

Vote: majority. Appropriation: no. Fiscal committee: no. State-mandated local program: no.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 1936 of the Civil Code, as added by  
2 Section 2 of Chapter 992 of the Statutes of 1996, is amended to  
3 read:

4 1936. (a) For the purpose of this section, the following  
5 definitions shall apply:

6 (1) “Rental company” means any person or entity in the  
7 business of renting passenger vehicles to the public.

8 (2) “Renter” means any person in any manner obligated under  
9 a contract for the lease or hire of a passenger vehicle from a rental  
10 company for a period of less than 30 days.

11 (3) “Authorized driver” means (A) the renter, (B) the renter’s  
12 spouse if that person is a licensed driver and satisfies the rental  
13 company’s minimum age requirement, (C) the renter’s employer  
14 or coworker if they are engaged in business activity with the renter,  
15 are licensed drivers, and satisfy the rental company’s minimum  
16 age requirement, and (D) any person expressly listed by the rental  
17 company on the renter’s contract as an authorized driver.

18 (4) “Customer facility charge” means a fee required by an  
19 airport to be collected by a rental company from a renter. The fee  
20 shall be used to finance, design, construct, *maintain*, or operate  
21 either or both consolidated airport car rental facilities or common  
22 use transportation systems that move passengers between airport  
23 terminals and those consolidated car rental facilities, and the  
24 aggregate amount to be collected shall not exceed the reasonable  
25 costs, *as determined by an independent audit paid for by the*  
26 *airport*, to finance, design, construct, *maintain*, and operate those  
27 systems and facilities. *At the Burbank Airport, and at all other*  
28 *airports, the fees designated as a Customer Facility Charge may*  
29 *not be used to pay for terminal expansion, gate expansion, runway*  
30 *expansion, changes in hours of operation, or changes in the*  
31 *number of flights arriving or departing from the airport.*

32 (5) “Damage waiver” means a rental company’s agreement  
33 not to hold a renter liable for all or any portion of any damage or



1 loss related to the rented vehicle, any loss of use of the rented  
2 vehicle, or any storage, impound, towing, or administrative  
3 charges.

4 (6) “Estimated time for replacement” means the number of  
5 hours of labor, or fraction thereof, needed to replace damaged  
6 vehicle parts as set forth in collision damage estimating guides  
7 generally used in the vehicle repair business and commonly known  
8 as “crash books.”

9 (7) “Estimated time for repair” means a good faith estimate of  
10 the reasonable number of hours of labor, or fraction thereof,  
11 needed to repair damaged vehicle parts.

12 (8) “Passenger vehicle” means a passenger vehicle as defined  
13 in Section 465 of the Vehicle Code.

14 (b) Except as limited by subdivision (c), a rental company and  
15 a renter may agree that the renter will be responsible for no more  
16 than all of the following:

17 (1) Physical or mechanical damage to the rented vehicle up to  
18 its fair market value, as determined in the customary market for the  
19 sale of that vehicle, resulting from collision regardless of the cause  
20 of the damage.

21 (2) Loss due to theft of the rented vehicle up to its fair market  
22 value, as determined in the customary market for the sale of that  
23 vehicle. However, the renter shall be presumed to have no liability  
24 for any loss due to theft if (A) an authorized driver has possession  
25 of the ignition key furnished by the rental company or an  
26 authorized driver establishes that the ignition key furnished by the  
27 rental company was not in the vehicle at the time of the theft, and  
28 (B) an authorized driver files an official report of the theft with the  
29 police or other law enforcement agency within 24 hours of  
30 learning of the theft and reasonably cooperates with the rental  
31 company and the police or other law enforcement agency in  
32 providing information concerning the theft. The presumption set  
33 forth in this paragraph is a presumption affecting the burden of  
34 proof which the rental company may rebut by establishing that an  
35 authorized driver committed, or aided and abetted the commission  
36 of, the theft.

37 (3) Physical damage to the rented vehicle up to its fair market  
38 value, as determined in the customary market for the sale of that  
39 vehicle, resulting from vandalism occurring after, or in connection  
40 with, the theft of the rented vehicle; however, the renter shall have

1 no liability for any damage due to vandalism if the renter would  
2 have no liability for theft pursuant to paragraph (2).

3 (4) Physical damage to the rented vehicle up to a total of five  
4 hundred dollars (\$500) resulting from vandalism unrelated to the  
5 theft of the rented vehicle.

6 (5) Actual charges for towing, storage, and impound fees paid  
7 by the rental company if the renter is liable for damage or loss.

8 (6) An administrative charge which shall include the cost of  
9 appraisal and all other costs and expenses incident to the damage,  
10 loss, ~~loss of use~~, repair, or replacement of the rented vehicle.

11 (c) The total amount of the renter's liability to the rental  
12 company resulting from damage to the rented vehicle shall not  
13 exceed the sum of the following:

14 (1) The estimated cost of parts which the rental company would  
15 have to pay to replace damaged vehicle parts. All discounts and  
16 price reductions or adjustments that are or will be received by the  
17 rental company shall be subtracted from the estimate to the extent  
18 not already incorporated in the estimate or otherwise promptly  
19 credited or refunded to the renter.

20 (2) The estimated cost of labor to replace damaged vehicle  
21 parts which shall not exceed the product of (A) the rate for labor  
22 usually paid by the rental company to replace vehicle parts of the  
23 type that were damaged and (B) the estimated time for  
24 replacement. All discounts and price reductions or adjustments  
25 that are or will be received by the rental company shall be  
26 subtracted from the estimate to the extent not already incorporated  
27 in the estimate or otherwise promptly credited or refunded to the  
28 renter.

29 (3) (A) The estimated cost of labor to repair damaged vehicle  
30 parts which shall not exceed the lesser of the following:

31 (i) The product of the rate for labor usually paid by the rental  
32 company to repair vehicle parts of the type that were damaged and  
33 the estimated time for repair.

34 (ii) The sum of the estimated labor and parts costs determined  
35 under paragraphs (1) and (2) to replace the same vehicle parts.

36 (B) All discounts and price reductions or adjustments that are  
37 or will be received by the rental company shall be subtracted from  
38 the estimate to the extent not already incorporated in the estimate  
39 or otherwise promptly credited or refunded to the renter.



(4) For the purpose of converting the estimated time for repair into the same units of time in which the rental rate is expressed, a day shall be deemed to consist of eight hours.

(5) Actual charges for towing, storage, and impound fees paid by the rental company.

(6) The administrative charge described in paragraph ~~(7)~~ (6) of subdivision (b) shall not exceed (A) fifty dollars (\$50) if the total estimated cost for parts and labor is more than one hundred dollars (\$100) up to and including five hundred dollars (\$500), (B) one hundred dollars (\$100) if the total estimated cost for parts and labor exceeds five hundred dollars (\$500) up to and including one thousand five hundred dollars (\$1,500), and (C) one hundred fifty dollars (\$150) if the total estimated cost for parts and labor exceeds one thousand five hundred dollars (\$1,500). No administrative charge shall be imposed if the total estimated cost of parts and labor is one hundred dollars (\$100) or less.

(d) (1) The total amount of an authorized driver's liability to the rental company, if any, for damage occurring during the authorized driver's operation of the rented vehicle shall not exceed the amount of the renter's liability under subdivision (c).

(2) A rental company shall not recover from the renter or other authorized driver an amount exceeding the renter's liability under subdivision (c).

(3) A claim against a renter resulting from damage or loss, *excluding loss of use*, to a rental vehicle shall be reasonably and rationally related to the actual loss incurred. A rental company shall mitigate damages where possible and may not assert or collect any claim for physical damage which exceeds the actual costs of the repairs performed or the estimated cost of repairs, if the rental company chooses not to repair the vehicle, including all discounts and price reductions. However, if the vehicle is a total loss vehicle, the claim shall not exceed the total loss vehicle value established in accordance with procedures that are customarily used by insurance companies when paying claims on total loss vehicles, less the proceeds from salvaging the vehicle, if those proceeds are ~~maintained~~ *retained* by the rental company.

(4) If insurance coverage exists under the renter's applicable personal or business insurance policy and the coverage is confirmed during regular business hours, the renter may require that the rental company submit any claims to the renter's

1 applicable personal or business insurance carrier ~~as the renter's~~  
2 ~~assignee~~. The rental company shall not make any written or oral  
3 representations that it will not present claims or negotiate with the  
4 renter's insurance carrier. For purposes of this paragraph,  
5 confirmation of coverage includes telephone confirmation from  
6 insurance company representatives during regular business hours.  
7 ~~After~~ *Upon request of the renter and after* confirmation of  
8 coverage, the amount of claim shall be resolved between the  
9 insurance carrier and the rental company. The renter shall remain  
10 responsible for payment to the rental car company for any loss  
11 sustained that the renter's applicable personal or business  
12 insurance policy does not cover.

13 (5) A rental company shall not recover from the renter or other  
14 authorized driver for any item described in subdivision (b) to the  
15 extent the rental company obtains recovery from any other person.

16 (6) This section applies only to the maximum liability of a  
17 renter or other authorized driver to the rental company resulting  
18 from damage to the rented vehicle and not to the liability of any  
19 other person.

20 (e) (1) Except as provided in subdivision (f), every damage  
21 waiver shall provide or, if not expressly stated in writing, shall be  
22 deemed to provide that the renter has no liability for any damage,  
23 loss, loss of use, or any cost or expense incident thereto.

24 (2) Except as provided in subdivision (f), every limitation,  
25 exception, or exclusion to any damage waiver is void and  
26 unenforceable.

27 (f) A rental company may provide in the rental contract that a  
28 damage waiver does not apply under any of the following  
29 circumstances:

30 (1) Damage or loss results from an authorized driver's (A)  
31 intentional, willful, wanton, or reckless conduct, (B) operation of  
32 the vehicle under the influence of drugs or alcohol in violation of  
33 Section 23152 of the Vehicle Code, (C) towing or pushing  
34 anything, or (D) operation of the vehicle on an unpaved road if the  
35 damage or loss is a direct result of the road or driving conditions.

36 (2) Damage or loss occurs while the vehicle is (A) used for  
37 commercial hire, (B) used in connection with conduct that could  
38 be properly charged as a felony, (C) involved in a speed test or  
39 contest or in driver training activity, (D) operated by a person other



1 than an authorized driver, or (E) operated outside of the United  
2 States.

3 (3) Any authorized driver who has (A) provided fraudulent  
4 information to the rental company, or (B) provided false  
5 information and the rental company would not have rented the  
6 vehicle if it had instead received true information.

7 (g) Damage waiver shall not apply to any loss due to theft of the  
8 vehicle unless the renter satisfies the requirements of paragraph (2)  
9 of subdivision (b) for establishing a presumption that the renter did  
10 not have liability for the theft.

11 (h) (1) A rental company which offers or provides a damage  
12 waiver for any consideration in addition to the rental rate shall  
13 clearly and conspicuously disclose the following information in  
14 the rental contract or holder in which the contract is placed and,  
15 also, in signs posted at the place, such as the counter, where the  
16 renter signs the rental contract: (A) the nature of the renter's  
17 liability, e.g., liability for all collision damage regardless of cause,  
18 (B) the extent of the renter's liability, e.g., liability for damage or  
19 loss up to a specified amount, (C) the renter's personal insurance  
20 policy or the credit card used to pay for the car rental transaction  
21 may provide coverage for all or a portion of the renter's potential  
22 liability, (D) the renter should consult with his or her insurer to  
23 determine the scope of insurance coverage, including the amount  
24 of the deductible, if any, for which the renter is obligated, (E) the  
25 renter may purchase an optional damage waiver to cover all  
26 liability, subject to whatever exceptions the rental company  
27 expressly lists *that are* permitted under subdivision (f), and (F) the  
28 range of charges for the damage waiver.

29 (2) In addition to the requirements of paragraph (1), a rental  
30 company that offers or provides damage waiver shall, on that part  
31 of the contract where the renter indicates his or her acceptance or  
32 declination of the damage waiver, indicate that the purchase of the  
33 damage waiver is optional.

34 (3) The following is an example, for purposes of illustration  
35 and not limitation, of a notice fulfilling the requirements of  
36 paragraph (1) for a rental company that imposes liability on the  
37 renter for collision damage to the full value of the vehicle:

38  
39 NOTICE ABOUT YOUR FINANCIAL RESPONSIBILITY



## 1 AND OPTIONAL DAMAGE WAIVER

~~2~~  
3 You are responsible for all collision damage to the rented  
4 vehicle even if someone else caused it or the cause is unknown.  
5 You are responsible for the cost of repair up to the value of the  
6 vehicle, and towing, storage, and impound fees. Your own  
7 insurance, or the issuer of the credit card you use to pay for the car  
8 rental transaction, may cover all or part of your financial  
9 responsibility for the rented vehicle. You should check with your  
10 insurance company, or credit card issuer, to find out about your  
11 coverage and the amount of the deductible, if any, for which you  
12 may be liable. Further, if you use a credit card that provides  
13 coverage for your potential liability, you should check with the  
14 issuer to determine if you must first exhaust the coverage limits of  
15 your own insurance before the credit card coverage applies. The  
16 rental company will not hold you responsible if you buy a damage  
17 waiver. But, a damage waiver will not protect you if (list  
18 exceptions). The cost of an optional damage waiver is \$\_\_\_\_\_ to  
19 \$\_\_\_\_\_ for every (day or week), depending upon the vehicle rented.  
20

21 *You are responsible for all collision damage to the rented vehicle*  
22 *even if someone else caused it or the cause is unknown. You are*  
23 *responsible for the cost of repair up to the value of the vehicle, and*  
24 *towing, storage, and impound fees.*

25 *Your own insurance, or the issuer of the credit card you use to*  
26 *pay for the car rental transaction, may cover all or part of your*  
27 *financial responsibility for the rented vehicle. You should check*  
28 *with your insurance company, or credit card issuer, to find out about*  
29 *your coverage and the amount of the deductible, if any, for which*  
30 *you may be liable.*

31 *Further, if you use a credit card that provides coverage for your*  
32 *potential liability, you should check with the issuer to determine if*  
33 *you must first exhaust the coverage limits of your own insurance*  
34 *before the credit card coverage applies.*

35 *The rental company will not hold you responsible if you buy a*  
36 *damage waiver. But a damage waiver will not protect you if (list*  
37 *exceptions).*

38 (A) *When the above notice is printed in the contract or contract*  
39 *holder, the following shall be printed immediately following the*  
40 *notice:*



1 “The cost of an optional damage waiver is \$ \_\_\_\_ for every (day  
2 or week).”

3 (B) When the above notice appears on a sign, the following  
4 shall appear immediately adjacent to the notice:

5 “The cost of an optional damage waiver is \$ \_\_\_\_ to \$ \_\_\_\_ for  
6 every (day or week), depending upon the vehicle rented.”

7 (i) Notwithstanding any other provision of law, a rental  
8 company may sell a damage waiver subject to the following rate  
9 limitations for each full or partial 24-hour rental day for the  
10 damage waiver.

11 (1) For rental vehicles that the rental company designates as an  
12 “economy car,” “subcompact car,” “compact car,” or any other  
13 term having similar meaning when offered for rental, or any other  
14 vehicle having a manufacturer’s suggested retail price of nineteen  
15 thousand dollars (\$19,000) or less, the rate ~~shall~~ may not exceed  
16 nine dollars (\$9).

17 (2) For rental vehicles that have a manufacturer’s suggested  
18 retail price from nineteen thousand one dollars (\$19,001) to  
19 thirty-four thousand nine hundred ninety-nine dollars (\$34,999),  
20 inclusive, and that is also either a vehicle of the next year’s model  
21 year or not older than the previous year’s model year, the rate ~~shall~~  
22 may not exceed fifteen dollars (\$15). For those rental vehicles  
23 older than the previous year’s model year, the rate may not exceed  
24 nine dollars (\$9).

25 (j) On or after January 1, 2003, the manufacturer’s suggested  
26 retail prices described in subdivision (h) shall be adjusted annually  
27 to reflect changes from the previous year in the Consumer Price  
28 Index. For the purposes of this section, “Consumer Price Index”  
29 means the United States Consumer Price Index for All Urban  
30 Consumers, for all items.

31 (k) A rental company which disseminates in this state an  
32 advertisement containing a rental rate shall include in that  
33 advertisement a clearly readable statement of the charge for  
34 damage waiver and a statement that damage waiver is optional.

35 (l) (1) A rental company shall not require the purchase of a  
36 damage waiver, optional insurance, or any other optional good or  
37 service.

38 (2) A rental company shall not engage in any unfair, deceptive,  
39 or coercive conduct to induce a renter to purchase damage waiver,  
40 optional insurance, or any other optional good or service,

1 including conduct such as, but not limited to, refusing to honor the  
2 renter's reservation, limiting the availability of vehicles, requiring  
3 a deposit, or debiting or blocking the renter's credit card account  
4 for a sum equivalent to a deposit if the renter declines to purchase  
5 damage waiver, optional insurance, or any other optional good or  
6 service.

7 (m) (1) In the absence of express permission granted by the  
8 renter subsequent to damage to, or loss of, the vehicle, a rental  
9 company shall not seek to recover any portion of any claim arising  
10 out of damage to, or loss of, the rented vehicle by processing a  
11 credit card charge or causing any debit or block to be placed on the  
12 renter's credit card account.

13 (2) A rental company shall not engage in any unfair, deceptive,  
14 or coercive tactics in attempting to recover or in recovering on any  
15 claim arising out of damage to, or loss of, the rented vehicle.

16 (n) (1) A customer facility charge may be collected by a rental  
17 company under the following circumstances:

18 (A) Collection of the fee by the rental company is required by  
19 an airport operated by a city, a county, a city and county, a joint  
20 powers authority, or a special district.

21 (B) The fee is calculated on a per-contract basis.

22 (C) The fee is a user fee, not a tax, ~~and the fee is not related to~~  
23 ~~property imposed upon real property or an incidence of property~~  
24 ~~ownership~~ under Article XIII D of the California Constitution.

25 (D) Except as otherwise provided in subparagraph (E), the fee  
26 shall be ten dollars (\$10) per contract.

27 (E) If the fee imposed by the airport is for both a consolidated  
28 rental car facility and a common use transportation system, the fee  
29 collected from customers of on-airport rental car companies shall  
30 be ten dollars (\$10), but the fee imposed on customers of  
31 off-airport rental car companies who are transported on the  
32 common use transportation system is proportionate to the costs of  
33 the common use transportation system only. The fee is uniformly  
34 applied to each class of on-airport or off-airport customers,  
35 provided the airport requires off-airport customers to use the  
36 common use transportation system.

37 (F) Revenues collected from the fee do not exceed the  
38 reasonable costs of financing, designing, constructing, or  
39 operating the facility or services and may not be used for any other  
40 purpose.

(G) The fee is separately identified on the rental agreement.

(H) This paragraph does not apply to airports whose fees are governed by Section 1936.5 ~~or of the Civil Code, Section 50474.1~~ of the Government Code, or ~~by~~ Section 57.5 of the San Diego Unified Port District Act.

(2) Notwithstanding any other provision of law, including, but not limited to, Part 1 (commencing with Section 6001) to Part 1.7 (commencing with Section 7280), inclusive, of Division 2 of the Revenue and Taxation Code, the fees collected pursuant to this section, or any other law whereby a local agency operating an airport requires a rental car company to collect a facility financing fee from its customers, shall not be subject to sales, use, or transaction taxes.

(o) (1) A rental company shall only advertise, quote, and charge a rental rate that includes the entire amount except taxes, a customer facility charge, if any, and a mileage charge, if any, which a renter must pay to hire or lease the vehicle for the period of time to which the rental rate applies. A rental company shall not charge in addition to the rental rate, taxes, a customer facility charge, if any, and a mileage charge, if any, any fee which must be paid by the renter as a condition of hiring or leasing the vehicle, such as, but not limited to, required fuel or airport surcharges other than customer facility charges, nor any fee for transporting the renter to the location where the rented vehicle will be delivered to the renter.

(2) In addition to the rental rate, taxes, customer facility charges, if any, and mileage charges, if any, a rental company may charge for an item or service provided in connection with a particular rental transaction if the renter could have avoided incurring the charge by choosing not to obtain or utilize the optional item or service. Items and services for which the rental company may impose an additional charge, include, but are not limited to, optional insurance and accessories requested by the renter, service charges incident to the renter's optional return of the vehicle to a location other than the location where the vehicle was hired or leased, and charges for refueling the vehicle at the conclusion of the rental transaction in the event the renter did not return the vehicle with as much fuel as was in the fuel tank at the beginning of the rental. A rental company also may impose an

1 additional charge based on reasonable age criteria established by  
2 the rental company.

3 (3) A rental company shall not charge any fee for authorized  
4 drivers in addition to the rental charge for an individual renter.

5 (4) If a rental company states a rental rate in print advertisement  
6 or in a telephonic, in-person, or computer-transmitted quotation,  
7 the rental company shall clearly disclose in that advertisement or  
8 quotation the terms of any mileage conditions relating to the  
9 advertised or quoted rental rate, including, but not limited to, to the  
10 extent applicable, the amount of mileage and gas charges, the  
11 number of miles for which no charges will be imposed, and a  
12 description of geographic driving limitations within the United  
13 States and Canada.

14 (5) (A) When a rental rate is stated in an advertisement,  
15 quotation, or reservation in connection with a car rental at an  
16 airport where a customer facility charge is imposed, the rental  
17 company shall clearly disclose the existence and amount of the  
18 customer facility charge. For the purposes of this subparagraph,  
19 advertisements include radio, television, other electronic media,  
20 and print advertisements. For purposes of this subparagraph,  
21 quotations and reservations include those that are telephonic,  
22 in-person, and computer-transmitted. If the rate advertisement is  
23 intended to include transactions at more than one airport imposing  
24 a customer facility charge, a range of fees may be stated in the  
25 advertisement. However, all rate advertisements that include car  
26 rentals at airport destinations shall clearly and conspicuously  
27 include a toll-free telephone number whereby a customer can be  
28 told the specific amount of the customer facility charge to which  
29 the customer will be obligated.

30 (B) If any person or entity other than a rental car company,  
31 including a passenger carrier or a seller of travel services,  
32 advertises or quotes a rate for a car rental at an airport where a  
33 customer facility charge is imposed, that person or entity shall,  
34 *provided they are provided with information about the existence*  
35 *and amount of the fee*, to the extent not specifically prohibited by  
36 federal law, clearly disclose the existence and amount of the fee in  
37 any telephonic, in-person, or computer-transmitted quotation at  
38 the time of making an initial quotation of a rental rate and at the  
39 time of making a reservation of a rental car. If a rental car company  
40 provides the person or entity with rate and customer facility charge

1 information, the rental car company shall not be responsible for the  
2 failure of that person or entity to comply with this subparagraph  
3 when quoting or confirming a rate to a third person or entity.

4 (6) If a rental company delivers a vehicle to a renter at a  
5 location other than the location where the rental company  
6 normally carries on its business, the rental company shall not  
7 charge the renter any amount for the rental for the period before  
8 the delivery of the vehicle. If a rental company picks up a rented  
9 vehicle from a renter at a location other than the location where the  
10 rental company normally carries on its business, the rental  
11 company shall not charge the renter any amount for the rental for  
12 the period after the renter notifies the rental company to pick up  
13 the vehicle.

14 (p) A renter may bring an action against a rental company for  
15 the recovery of damages and appropriate equitable relief for a  
16 violation of this section. The prevailing party shall be entitled to  
17 recover reasonable attorney's fees and costs.

18 (q) A rental company that brings an action against a renter for  
19 loss due to theft of the vehicle shall bring the action in the county  
20 in which the renter resides or if the renter is not a resident of this  
21 state in the jurisdiction in which the renter resides.

22 (r) Any waiver of any of the provisions of this section shall be  
23 void and unenforceable as contrary to public policy, ~~except that a~~  
24 ~~written acknowledgment by a renter who enters into an agreement~~  
25 ~~with a rental company contemplating the rental of passenger~~  
26 ~~vehicles on more than one occasion stating that the renter has~~  
27 ~~received the disclosures required by this section as part of the~~  
28 ~~material received from the rental company in connection with that~~  
29 ~~agreement shall be an authorized waiver of this section.~~

30 (s) This section shall become operative on January 1, 2002.

